

**EXHIBIT B**

**Rose Declaration**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

Genesis Global Holdco, LLC, et al.,<sup>1</sup>

Debtors.

Chapter 11

Case No.: 23-10063 (SHL)

Jointly Administered

**DECLARATION OF DANIELLE L. ROSE IN  
SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF AN  
ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
KOBRE & KIM LLP AS SPECIAL LITIGATION COUNSEL TO THE DEBTORS  
AND DEBTORS-IN-POSSESSION *NUNC PRO TUNC* TO FEBRUARY 1, 2023**

I, Danielle L. Rose, do hereby declare as follows:

1. I am a partner at the firm of Kobre & Kim LLP ("Kobre & Kim" or the "Firm"), which maintains an office for the practice of law at 800 Third Avenue, New York, New York 10022, among other locations.

2. I am a member in good standing of the Bar of the State of New York. I am also admitted to practice before the United States District Court for the Southern District of New York.

3. I submit this Declaration in support of the application (the "Application") of the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") for entry of an order, pursuant to sections 327, 328, 329 and 504 of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code"), Rules 2014, 2016 and 5002 of the Federal Rules of Bankruptcy Procedure, and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Rules"), approving the

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<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's tax identification number (as applicable), are: Genesis Global Holdco, LLC (8219); Genesis Global Capital, LLC (8564); Genesis Asia Pacific Pte. Ltd. (2164R). For the purpose of these Chapter 11 Cases, the service address for the Debtors is 250 Park Avenue South, 5th Floor, New York, NY 10003.

retention of Kobre & Kim as special litigation counsel to the Debtors and Debtors-in-Possession in the above-captioned cases (the “Chapter 11 Cases”), *nunc pro tunc*, to February 1, 2023.<sup>2</sup>

4. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein. To the extent that any information disclosed herein requires amendment or modification upon Kobre & Kim’s completion of further analysis or review or as additional information becomes available to the Firm, a supplemental declaration will be submitted to the Court.

### **KOBRE & KIM’S QUALIFICATIONS**

5. The Debtors have entered into an engagement letter to retain Kobre & Kim to serve as their special litigation counsel where their primary bankruptcy counsel, Cleary Gottlieb Steen & Hamilton (“Cleary Gottlieb”), may have an actual or perceived conflict of interest, or where the Debtors believe it would be more appropriate for Kobre & Kim to handle the matter, in each case subject to the applicable rules of professional responsibility.

6. The Debtors selected Kobre & Kim because of (i) the Firm’s expertise in litigating high-stakes matters, including in large and complex bankruptcy proceedings; (ii) its expertise across strategic areas relevant to potential disputes here, including bankruptcy, restructuring, cryptocurrency, and complex contract disputes; and (iii) its ability to handle matters in the event of conflicts. The Firm routinely works alongside co-counsel and outside legal teams in high-stakes matters pending before state, federal and bankruptcy courts, including in the Southern District of New York. Further, because Kobre & Kim is a disputes-only firm and does not have a transactional practice, the firm generally has a reduced conflicts footprint, which is desirable in these circumstances.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the First Day Declarations, as applicable.

7. Kobre & Kim has handled disputes in a number of high-profile bankruptcy cases and adversary proceedings representing debtors, creditors, committees, and other interested parties. Representative matters include: *In re Revlon, Inc., et al.*, No. 22-10760 (DSJ) (Bankr. S.D.N.Y. June 15, 2022); *In re Global Cord Blood Corp.*, No. 22-11347 (DSJ) (Bankr. S.D.N.Y. Oct. 7, 2022); *In re Covia Finance Company, LLC*, No. 20-33295 (DRJ) (Bankr. S. D. Tex. June 29, 2020); *In re Neiman Marcus Group LTD LLC et al.*, No. 20-32519 (DRJ) (Bankr. S. D. Tex. May 7, 2020); *Mariposa Intermediate Holdings LLC, et al. v. Marble Ridge Capital LP et al.*, Adv. Proc. No. 20-03402 (Bankr. S. D. Tex. Aug. 26, 2020); *In re Dooga Ltd.*, No. 20-30157 (HLB) (Bankr. N.D. Ca. Feb. 14, 2020); *In re Cryptopia Limited (In Liquidation)*, Case No. 19-11688 (DSJ) (Bankr. S.D.N.Y. May 24, 2019); *In re Aegean Marine Petroleum Network, Inc., et al.*, No. 18-13374 (MEW) (Bankr. S.D.N.Y. Nov. 6, 2018); *In re SunEdison, Inc., et al.*, No. 16-10992 (SMB) (Bankr. S.D.N.Y. Apr. 21, 2016); and *In re Lehman Brothers Holdings Inc., et al.*, No. 08-13555 (JMG) (Bankr. S.D.N.Y. Sept. 15, 2008).

8. For the foregoing reasons, I believe that Kobre & Kim is well qualified to represent the Debtors in these Chapter 11 Cases as special litigation counsel.

### **SERVICES TO BE PROVIDED**

9. Subject to further order of the Court, and consistent with the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* and with the engagement letter dated as of February 1, 2023 among the Debtors and Kobre & Kim (the “Engagement Letter”), the Debtors request the employment and retention of Kobre & Kim to act as special litigation counsel for potential matters where Cleary Gottlieb may have an actual or perceived conflict of interest, or matters where the Debtors believe it would be more appropriate for Kobre & Kim to handle, in each case subject to

the applicable rules of professional responsibility (each such matter, a “Special Litigation Matter”). The scope of each Special Litigation Matter will be confirmed in writing by Kobre & Kim prior to commencing work on such Special Litigation Matter.

10. Kobre & Kim will coordinate closely with Cleary Gottlieb and other professionals retained in these Chapter 11 Cases to prevent unnecessary duplication of services.

### **PROFESSIONAL COMPENSATION**

11. Kobre & Kim does not have a retainer for its engagement and has not received any payment from the Debtors during the ninety (90) days before the Petition Date.

12. Kobre & Kim intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of any expenses incurred in connection with the services rendered, subject to Court approval and in compliance with applicable Bankruptcy Code provisions, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court.

13. Kobre & Kim will use its standard hourly rates and corresponding rate structure in effect at the time services are rendered. These rates and the rate structure reflect that the matters the Firm typically handles involve great technical, factual and legal complexity, and often involve time sensitivity. I believe that these rates are consistent with market rates for comparable services.

14. The terms of the Debtors’ engagement of Kobre & Kim are set forth in the Engagement Letter.

15. Kobre & Kim’s hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments, and Kobre & Kim

will inform the Debtors of any such adjustments to its existing rate structure. For purposes of this engagement, Kobre & Kim's hourly rates are:<sup>3</sup>

Partner / Senior Counsel	\$1,650
Special Counsel	\$1,450
Counsel / Principal	\$1,200
Associate	\$950
Analyst	\$585
Litigation Assistant	\$425

16. Kobre & Kim will also charge the Debtors for identifiable, non-overhead expenses incurred in connection with the Chapter 11 Cases. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, outside photocopying, airfare, meals, and lodging. Kobre & Kim will charge the actual amounts incurred.

17. Pursuant to Bankruptcy Rule 2016(b), Kobre & Kim states that, other than third-party expenses, if any, to be incurred and paid in the ordinary course of our representation and billed to the Debtors, it has not shared, nor agreed to share (a) any compensation it may receive from its representation of the Debtors with another party or person, other than with the partners, attorneys or other employees associated with Kobre & Kim; or (b) any compensation another person or party has received or may receive with respect to the Chapter 11 Cases.

#### **KOBRE & KIM'S CONFLICT CHECKING PROCESS**

18. Kobre & Kim's conflicts check system is designed to include every matter on which the Firm is or at one time was retained since the Firm's inception, and in each instance, to include

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<sup>3</sup> While it is anticipated that timekeepers from Kobre & Kim primarily will be based in the New York office, certain Kobre & Kim timekeepers involved in the Chapter 11 Cases may be from other Firm offices in order to serve the Debtors' needs.

the identity of related and adverse parties. Kobre & Kim regularly updates this system with matter-related information.

19. In preparing this Declaration, I caused to be submitted for review by our conflicts check team the entities listed on Schedule I (the “Potential Parties-in-Interest List” and the entities on such list, “Potential Parties-in-Interest”). I understand that the Potential Parties-in-Interest List was created by the Debtors’ advisors after a review of the Debtors’ records in consultation with the Debtors’ management; it was provided to Kobre & Kim by Cleary Gottlieb. The information listed on Schedule I may have changed without my knowledge and may change during the pendency of the Chapter 11 Cases. Accordingly, Kobre & Kim will update this Declaration as necessary if and when the Firm becomes aware of material information relevant to the disclosures contained herein.

20. I asked the Firm’s conflicts check team to determine which Potential Parties-in-Interest, if any, Kobre & Kim currently represents or has represented in the past three (3) years. Our conflicts check team then ran a computerized check of the Potential Parties-In-Interest through our conflicts check system. Although Kobre & Kim is being retained as special litigation counsel and Cleary Gottlieb is serving as Debtors’ primary bankruptcy counsel, the conflicts check team was asked to search all names on the Potential Parties-in-Interest List and advised me that all such names were checked. Where appropriate, the Firm’s conflicts check team followed up with relevant Kobre & Kim attorneys and/or other personnel, including to confirm that any current and prior matters involving Potential Parties-in-Interest do not relate to the Debtors or the Chapter 11 Cases.

21. In addition, I caused our Legal Department to inquire with all Kobre & Kim personnel (attorneys and staff) employed at the firm by electronic mail (the “Firmwide Inquiry”)

to determine whether any Kobre & Kim personnel: (i) have acted as counsel for the Debtors prior to their employment at Kobre & Kim; (ii) have worked, or have any relatives that work for or do business with the Debtors; (iii) are or were an officer, director, or employee of the Debtors; (iv) have, or have a spouse/partner that has, any previous and/or current investments in the Debtors; or (v) has any connections to Bankruptcy Judges and court personnel in the Southern District of New York or personnel working in the Office of the United States Trustee identified on the Potential Parties-in-Interest List.

### **KOBRE & KIM'S DISCLOSURES**

22. Based upon a review of the foregoing information, I understand that neither Kobre & Kim, nor any attorney at the Firm, represents any entity other than the Debtors in connection with these Chapter 11 Cases.

23. Further, to the best of my knowledge and belief, based on the information yielded by the review procedures described above, Kobre & Kim does not have any "connection" to the Potential Parties-in-Interest except as described in this Declaration and Schedule II attached hereto (the "Disclosure Schedule").

24. The Disclosure Schedule has been compiled with the assistance of attorneys and legal professionals at Kobre & Kim who have reviewed conflict records and/or provided additional information regarding relevant matters. The Disclosure Schedule identifies certain Potential Parties-in-Interest (or affiliates thereof) for which Kobre & Kim currently acts as counsel or has acted as counsel during the last three (3) years. It reflects that, to the extent Kobre & Kim currently represents or has previously represented any Potential Party-in-Interest or affiliate thereof, such matters are not related to these Chapter 11 Cases. Further, Kobre & Kim will not represent any Potential Parties-in-Interest in any matter relating to the Chapter 11 Cases or in connection with the Debtors.



25. Pursuant to section 327(c) of the Bankruptcy Code, Kobre & Kim is not disqualified from acting as the Debtors' special litigation counsel merely because it has represented, represents, or may in the future represent certain Potential Parties-in-Interest in matters that are unrelated to the Debtors or these Chapter 11 Cases. As such, I do not believe that Kobre & Kim's representations disclosed on Schedule II preclude Kobre & Kim from being a disinterested party under the Bankruptcy Code.

26. I also caused our conflicts check team to inquire with our Finance Department regarding the gross revenue associated with the representations listed on Schedule II for the twelve-month period ending 12/31/22. Based on that inquiry, to the best of my knowledge, none of Kobre & Kim's representations of Potential Parties-in-Interest constituted one percent or more of Kobre & Kim's gross revenue for the twelve-month period ending 12/31/22.

27. In an abundance of caution, I note that Bloomberg LP is listed as a significant vendor on the Potential Parties-in-Interest List. Kobre & Kim has undertaken non-legal services on behalf of Bloomberg Philanthropies, a non-profit organization. That matter represented approximately 2.2 percent of Kobre & Kim's gross revenue for the twelve-month period ending 12/31/22. To the best of the Firm's knowledge, Bloomberg Philanthropies is not, however, an affiliate of Bloomberg LP. Further, the Firm's work for Bloomberg Philanthropies does not relate to the Debtors or the Chapter 11 Cases.

28. Kobre & Kim has considered the position of Bloomberg LP in these Chapter 11 Cases as well as Kobre & Kim's role as special litigation counsel and has concluded that Kobre & Kim's work for Bloomberg Philanthropies does not preclude Kobre & Kim from meeting the disinterestedness standard under the Bankruptcy Code. Additionally, Kobre & Kim does not expect to work on any Special Litigation Matter involving Bloomberg LP.

29. The Debtors and other Potential Parties-in-Interest have retained various legal, financial, and/or other advisors. Kobre & Kim has previously worked, and/or currently works, and may in the future work, with certain of the Debtor's professionals or other professionals listed as Potential Parties-in-Interest in connection with matters unrelated to the Debtors or their Chapter 11 Cases. For example, Kobre & Kim has previously worked, and/or currently works, as co-counsel alongside, and/or opposing counsel to, certain law firms in various unrelated matters. Accordingly, Kobre & Kim has represented and will continue to represent the same clients or, conversely, clients that are adverse to clients of the Debtors' professionals or other professionals on the Potential Parties-in-Interest List in various matters unrelated to the Chapter 11 Cases. Kobre & Kim believes such work does not and will not create an interest adverse to the Debtors with respect to the matters on which Kobre & Kim is to be retained.

30. Further, certain Kobre & Kim attorneys were previously employed by law firms that are currently representing the Debtors or other Potential Parties-in-Interest in connection with the Chapter 11 Cases or are otherwise listed as vendors to the Debtors, including, without limitation, Cleary Gottlieb, Weil, Gotshal, and Manges LLP, and Davis Polk & Wardwell LLP. Such Kobre & Kim attorneys and other attorneys and firm personnel may also have personal relationships or social interactions with attorneys or personnel from such law firms or other financial or advisory firms listed on the Potential Parties-in-Interest List. Kobre & Kim also believes that such prior professional affiliations as well as current professional and social interactions do not and will not create an interest adverse to the Debtors.

31. In addition, Kobre & Kim, its members, counsel, senior attorneys, associates and/or other employees of Kobre & Kim may have appeared in the past, and may appear in the future, in other cases unrelated to the Chapter 11 Cases where the Debtors' creditors or other Potential

Parties-in-Interest may be involved; and may have had, or could have in the future, other dealings with creditors or other Potential Parties-in-Interest that are unrelated to the Chapter 11 Cases.

32. The Potential Party-in-Interest List may include individual creditors who have the same name as persons that attorneys or other firm personnel may have had social or professional interactions. The Firm has no reason to know whether such persons with which attorneys or personnel may have interacted are the same individuals listed on the Potential Party-in-Interest List. To the extent that such individuals are, however, the same, I have no reason to believe that such social or professional interactions are related to the Debtors or the Chapter 11 Cases.

33. Kobre & Kim has compiled responses to the Firmwide Inquiry described above. To the best of my knowledge and information, and except as otherwise disclosed herein, responses to the Firmwide Inquiry reflect that, as of February 7, 2023, no Kobre & Kim attorneys or other firm personnel: (i) have worked, or have any relatives that work for or do business with the Debtors; (ii) are or were an officer, director, or employee of the Debtors; or (iii) have, or have a spouse/partner that has, any previous and/or current investments in the Debtors (other than in connection with investments in mutual funds, index funds, blind trusts, or other investments as to which such individual does not have discretion over the selection of the individual underlying assets).

34. Further, to the best of my knowledge and information, and except as otherwise disclosed herein, based on responses to the Firmwide Inquiry, no Kobre & Kim attorneys and/or support staff are related to or have any connections to Bankruptcy Judges in the Southern District of New York or are related to or have any connections to anyone working in the Office of the U.S. Trustee listed on the Potential Parties-in-Interest List, except that:

- Certain Kobre & Kim attorneys clerked for Bankruptcy Judges in the Southern District of New York who are not assigned to these Chapter 11 Cases;

- Certain Kobre & Kim attorneys worked at the United States Attorney's Office for the Southern District of New York or at the United States Department of Justice, Civil Division during the same periods that the Hon. Sean H. Lane worked in those offices and would know Judge Lane in that capacity; and
- Kobre & Kim attorneys or personnel have and may, from time to time, interact with the Bankruptcy Judges in the Southern District of New York or personnel in the Office of the U.S. Trustee through court appearances, professional engagements, Bar committees or the like, or other professional or social engagements.<sup>4</sup>

35. An Associate, who has worked at Kobre & Kim since April 2020, represented one of the Debtors during her prior employment at Lowenstein Sandler LLP. To the best of my knowledge, this representation, which was undertaken years prior to the Petition Date, did not relate to the Chapter 11 Cases.

36. Further, certain Kobre & Kim attorneys who previously worked at other law firms may have represented certain Potential Parties-in-Interest. Based on the results of the search thus far, to the best of my knowledge, no such matters related to the Debtors, other than as stated in Paragraph 35 above.

37. The Firm has been advised that the Debtors operate an integrated business and, therefore, certain interrelationships exist among the Debtors. For example, we have been advised that the Debtors share certain services, including legal services. Nevertheless, we have been advised by the Debtors that these relationships do not pose any conflicts of interest because of the general unity of interest among the Debtors. Based on the information that I have been provided, I know of no conflicts of interest that would preclude Kobre & Kim's joint representation of the Debtors in the Chapter 11 Cases.

38. Given the extensive number of the Debtors' creditors and Potential Parties-in-Interest and because definitive lists of all such creditors and other parties have not yet been

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<sup>4</sup> In an excess of caution, I note that an Analyst in our New York office is related to a U.S. District Court Judge for the Southern District of New York.

obtained, neither I nor the Firm are able to state with certainty that every client relationship or connection has been disclosed. If any new material relevant facts or relationships are discovered or arise, Kobre & Kim will file a supplemental disclosure with the Court regarding the same.

39. Kobre & Kim will review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered, Kobre & Kim will use reasonable efforts to identify such developments and will promptly file a supplemental declaration pursuant to Bankruptcy Rule 2014(a).

40. Based on the foregoing, Kobre & Kim believes that it can adequately represent the Debtors' interests as special litigation counsel.

**ATTORNEY STATEMENT PURSUANT TO U.S. TRUSTEE GUIDELINES**

41. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013, established by the Executive Office for the United States Trustees.

**Question:** Did Kobre & Kim agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

**Response:** No.

**Question:** Do any of Kobre & Kim's professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

**Response:** No.

**Question:** If Kobre & Kim represented the Debtors in the 12 months prepetition, disclose Kobre & Kim's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Kobre & Kim's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

**Response:** As disclosed above, Kobre & Kim did not represent the Debtors during the twelve-month period prior to the Petition Date.

**Question:** Have the Debtors approved Kobre & Kim's prospective budget and staffing plan, and, if so, for what budget period?

**Response:** Kobre & Kim expects to develop a prospective budget and staffing for each Special Litigation Matter that may arise in these Chapter 11 Cases and would share its prospective budget and staffing plan, tailored to each Special Litigation Matter, if and when its services are needed.

### **CONCLUSION**

42. The Application requests approval of the Debtors' retention of Kobre & Kim at its standard hourly rates in effect at the time the services are rendered and for reimbursement of actual and necessary expenses incurred in connection therewith, subject to any modifications to such policies that Kobre & Kim may be required to make to comply with orders of this Court, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Subject to these terms and conditions, Kobre & Kim intends to apply, pursuant to section 330 of the Bankruptcy Code, for compensation for professional services rendered in these Chapter 11 Cases and for reimbursement of actual and necessary expenses incurred in connection therewith in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

43. The foregoing constitutes the statement of Kobre & Kim pursuant to sections 327(a), 328(a), 329(a), 504 and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1.

\* \* \*

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 8, 2023  
New York, New York

/s/ Danielle L. Rose

Danielle L. Rose

Partner

Kobre & Kim LLP

**Exhibit I**

**Potential Parties-in-Interest**



**Debtor Entities**

Genesis Asia Pacific PTE. LTD  
Genesis Global Capital LLC  
Genesis Global Holdco, LLC

**Non-Debtor Affiliates**

Genesis Asia (Hong Kong) Limited  
Genesis Bermuda Holdco Limited  
Genesis Custody Limited  
Genesis Global Assets, LLC  
Genesis Global Labs, LLC  
Genesis Global Markets Limited  
Genesis Global Trading, Inc.  
Genesis UK Holdco Limited  
GGA International Limited (BVI)  
GGC International, Ltd (BVI)

**Major Equity Holders**

Digital Currency Group, Inc.

**Major Equity Holders' Counsel**

Weil, Gotshal, and Manges LLP

**Senior Management**

Agnes Chen Meiyun  
Alice Chan  
Andrew Sullivan  
Brian Bulthius  
Diana Kim

**Current Directors**

A. Derar Islim  
Arianna Pretto-Sakmann  
Gan Lee Teng  
Lip Chih Ng  
Matthew Johnson  
Mark Murphy  
Michael Kraines  
Michael Patterson  
Sugandhi Govil  
Paul Aronzon  
Tom Conheeney

**Debtors' Restructuring Professionals**

Alvarez & Marsal Holdings, LLC  
Kobre & Kim LLP

Kroll Restructuring Administration LLC  
Moelis & Company  
Morrison Cohen LLP

**Material Contract Counterparties**

Talos Trading, Inc.  
WorkSocial.com LLC

**Insurers**

Axis Capital  
Forge Insurance Company  
Lloyd's of London  
Starr Insurance & Reinsurance Limited  
Woodruff Sawyer

**Bankruptcy Court for the Southern  
District of New York**

Ali Ismail  
Brenda Robie  
Chantel Barrett  
Christine Azzaro  
Connor Farley  
Daniel Slemmer  
Deanna Anderson  
Dorie Arthur  
Francis O'Rourke  
Graham Fisher  
Greg White  
Hon. Cecelia G. Morris  
Hon. David S. Jones  
Hon. James L. Garrity, Jr.  
Hon. John P. Mastando  
Hon. Lisa G. Beckerman  
Hon. Martin Glenn  
Hon. Michael E. Wiles  
Hon. Philip Bentley  
Hon. Sean H. Lane  
Ian Kitts  
Jacob Schuerger  
Jacqueline DePierola  
James Vincenti  
Jaqueline Tran  
Jenna MacDonald  
Jennifer Pollan  
John Churchill  
John Kuebler

Julia Bonnell  
Karra Puccia  
Leslie Wybiral  
Liza Ebanks  
Lorraine Echevarria  
Lynda Calderon  
Maria Rodriguez-Castillo  
Sarah Rosenthal  
Tammi Hellwig  
Tracey Mercado  
Tyler Talton  
Vanessa Ashmeade  
Willie Rodriguez

**U.S. Trustee Office, Region 2, Southern  
District of New York, Manhattan Division**

Abriano, Victor  
Allen, Joseph  
Arbeit, Susan  
Bentley, Phillip  
Black, Christine  
Bruh, Mark  
Cornell, Shara  
Gannone, James  
Harrington, William K.  
Higgins, Benjamin J.  
Higgins, David S.  
Joseph, Nadkarni  
Leonhard, Alicia  
Masumoto, Brian S.  
Mendoza, Ercilia A.  
Moroney, Mary V.  
Morrissey, Richard C.  
Ogunleye, Alaba  
Penpraze, Lisa  
Riffkin, Linda A.  
Rodriguez, Ilusion  
Schmitt, Kathleen  
Schwartz, Andrea B.  
Schwartzberg, Paul K.  
Scott, Shannon  
Sharp, Sylvester  
Tiantian, Tara  
Van Baalen, Guy A.

Velez-Rivera, Andy  
Vescovacci, Madeleine  
Wells, Annie  
Zipes, Greg M.

**Taxing Authorities**

Inland Revenue Authority of Singapore  
Monetary Authority of Singapore

**Debtors' Banks & Financial Services  
Providers**

Anchorage Lending CA, LLC  
Banking Circle  
Continental Stock Transfer & Trust  
Houlihan Lokey  
Industrial and Commercial Bank of China  
Interactive Brokers  
JPMorgan Chase Bank, NA  
JPMorgan Chase Bank, NA Singapore  
Kraken  
Marex Captial Markets, Inc.  
Metropolitan Commercial Bank  
Signature Bank  
Silvergate Bank  
Tradestation

**Significant Vendors**

250 Park LLC  
ACRION GROUP INC/Dmitri Gofshtein  
Agon Litigation  
Amazon Web Services  
American Arbitration Association  
Anchorage Digital Bank, National  
Association  
Andy McMullen  
BitGo, Inc.  
Bloomberg LP  
CAPITEQ PTE. LTD.  
CDW Direct LLC  
Chicago Mercantile Exchange Inc NEED  
PO  
CJD Technologies  
CloudFlare, Inc.

CMS Cameron McKenna Nabarro Olswang  
LLP  
Coinbase Custody Trust  
Compliance Services  
Corver Roos  
Cyberfort Ltd  
Dashlane USA Inc  
Davis Polk & Wardwell LLP  
DCG Real Estate Management LLC  
Donnelley Financial LLC  
Driven  
Ernst & Young LLP  
Fireblocks Inc.  
Friedman LLP  
GitLab Inc  
Global Fund Media Limited  
Goodwin Procter LLP  
Gowling WLG (Canada) LLP  
Grab Pte. Ltd.  
Halborn Inc.  
IBM Corporation  
I-Net Technologies  
Intelliware Development Inc  
ISS Facility Services Private Limited  
JAMS, Inc.  
Kleinberg Kaplan Wolff & Cohen P.C.  
Kyte Broking Limited  
Levin Group Ltd  
Mana Holdings Ltd  
Managed Funds Association  
Massive Computing, Inc  
Meitar Law Offices  
Milken Institute  
Mintz Levin Cohn Ferris Glovsky and  
Popeo P.C.  
Mitchell Martin  
Moore & Van Allen PLLC  
Morrison Cohen LLP  
Mount Studio Pte Ltd  
Murphy & Mcgonigle P.C.  
Nakul Verma  
Numerix LLC  
Office Secretaries Pte Ltd.  
Okta Inc

One Raffles Quay Pte Ltd  
One11 Racing LLC  
OnStream LLC  
Opswat, Inc.  
Opus Recruitment Solutions Ltd  
Ordinary Folk  
Orrick, Herrington & Sutcliffe, LLP  
Papaya Global, Inc.  
Perkins Coie LLP  
Phaidon International Inc  
Pico Quantitative Trading  
Private Chefs of Atlanta  
Pythian Services, Inc.  
Reed Smith Pte. Ltd  
Richards Layton & Finger  
Roman Mashtalyar  
SALT Venture Group, LLC  
Savills (Singapore) PTE LTD  
Shearman & Sterling LLP  
Singtel (Singapore Telecommunications  
Limited)  
Snowflake Inc.  
Spire Search Partners  
Stop Pest Control Of NY, INC.  
STORM2 PTE LTD  
Stott and May  
Structure Works  
T2 CONSULTING, LLC  
The Furniture X-Change  
The TIE, Inc  
Unispace Of Boston, LLC  
United Corporate Services Inc  
VIP Sports Marketing, Inc.  
Wolters Kluwer financial Services Inc.  
Woodruff Sawyer  
Xenetix Pte Ltd

**Litigation Counterparties**

[List On File]

**Top 50 Creditors**

Altcoinomy SA  
[On File]  
[On File]

[On File]

Bayhawk Fund LLC

[On File]

Big Time Studios Ltd.

[On File]

[On File]

[On File]

Caramila Capital Management LLC

Claire Group LLC

Coincident Capital International, Ltd.

Coinhouse

Cumberland DRW LLC

[On File]

[On File]

[On File]

Digital Finance Group

Donut, Inc.

Heliva International Corp

[On File]

[On File]

Levity & Love, LLC

[On File]

[On File]

Mirana Corp.

Moonalpha Financial Services Limited

[On File]

[On File]

[On File]

Plutus Lending LLC

[On File]

Ripio International

[On File]

[On File]

Schnutz Investments LP

Stellar Development Foundation

Streami Inc.

[On File]

The Badger Technology Company

Holdings, Ltd.

Valour, Inc.

VanEck New Finance Income Fund, LP

[On File]

[On File]

[On File]

[On File]

Winah Securities S.A.

[On File]

**Potential M&A Counterparties**

[List on File]

**Schedule II<sup>1</sup>**

<b>Matched Entity</b>	<b>Relationship to Debtor</b>	<b>Relationship to Kobre &amp; Kim</b>
[On File]	Potential M&A Counterparty	Affiliate of former client in unrelated matter
[On File]	Potential M&A Counterparty	Affiliate of former clients in unrelated matter
[On File]	Potential M&A Counterparty	Former client and affiliate of former client in unrelated matters
[On File]	Potential M&A Counterparty	Affiliate of former client in unrelated matter
[On File]	Potential M&A Counterparty	Current client and affiliate of current clients in unrelated matters
[On File]	Potential M&A Counterparty	Former client in unrelated matters
[On File]	Potential M&A Counterparty	Current client in unrelated matter
[On File]	Potential M&A Counterparty	Current client in unrelated matters
[On File]	Potential M&A Counterparty	Former client in unrelated matter
[On File]	Potential M&A Counterparty	Former client in unrelated matter
[On File]	Potential M&A Counterparty	Current client in unrelated matter
Coinbase Custody Trust	Vendor	Affiliate of former client in unrelated matter
Cumberland DRW LLC	Creditor	Current client and affiliate of current clients in unrelated matters
Digital Finance Group	Creditor	Former client in unrelated matters
Kraken	Debtors' banks or financial services provider	Former client in unrelated matter
JPMorgan Chase Bank, NA	Debtors' banks or financial services provider	Current client (in its capacity of Trustee for certain pension trust funds) in unrelated matter
JPMorgan Chase Bank, NA Singapore	Debtors' banks & financial services provider	Affiliate of current client (in its capacity of Trustee for certain pension trust funds) in unrelated matter

<sup>1</sup> As set forth in the Rose Declaration, the Firm provides non-legal services to Bloomberg Philanthropies, a non-profit organization. Bloomberg LP is a Potential Party-in-Interest. To the best of the Firm's knowledge, Bloomberg LP is not affiliated with the non-profit Bloomberg Philanthropies.